



September 23, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a Contract Amendment 1 with VS Engineering regarding 9th and Kossuth/18th and Central. This amendment incorporates the following work:
9th and Kossuth – Additional design services are included for an expanded design for permeable pavers throughout the entire intersection including design adjustments of curb ramps and signals (both traffic and pedestrian). This additional work will include the completion of the design services.

18th and Central – This work included detailed design of the 18th and Central Drainage Improvements design. Work consisted of preparation of construction documents include detailed plans and project manual, project coordination, bidding assistance, and construction administration tasks. The original scope was drainage scoping memorandum.

VS Engineering will perform this work for a not-to-exceed increase of \$35,000, bringing the total contract amount to \$80,900. The contract was reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew



September 22, 2020

City of Lafayette
Board of Public Works
20 N. 6th Street
Lafayette, IN 47901

Re: 9th and Kossuth/18th and Central
Amendment Letter with Standard Terms & Conditions

Who it concerns:

VS Engineering, Inc. (VS) is excited to continue to work closely with City of Lafayette.

Please find below our scope of services and associated fees for this amendment to the 9th and Kossuth/18th and Central Drainage Improvement Projects. The terms and conditions of the original contract dated March 5th, 2019 apply to this amendment and the original contract has been attached for reference.

These services are to expand the detailed design for both project areas.

Scope of Services

9th and Kossuth – Additional design services are included for an expanded design for permeable pavers throughout the entire intersection including design adjustments of curb ramps and signals (both traffic and pedestrian). This additional work will include the completion of the design services.

18th and Central – This work included detailed design of the 18th and Central Drainage Improvements design. Work consisted of preparation of construction documents include detailed plans and project manual, project coordination, bidding assistance, and construction administration tasks. The original scope was drainage scoping memorandum.

Exhibit A includes a Schedule and Fee Summary.

INDIANAPOLIS

4275 North High School Road
Indianapolis, IN 46254
Phone: 317.293.3542

FORT WAYNE

10305-A Dawson's Creek Blvd.
Fort Wayne, IN 46825
Phone: 260.489.6635

EVANSVILLE

203 Main Street, Suite 102
Evansville, IN 47708
Phone: 812.401.0303

BLOOMINGTON

120 West 7th Street, Suite 306
Bloomington, IN 47404
Phone: 812.332.5944

LAFAYETTE

8 North 3rd Street, Suite 302
Lafayette, IN 47901
Phone: 765.742.0295

We look forward to providing our professional services and will begin upon your written authorization below. Please contact us if you should have any questions or require additional information.

Respectfully,

Sanjay B. Patel, P.E.
President and CEO
VS Engineering, Inc.

Enclosures – Exhibit A Fee, Original Contract

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

Client:
CITY OF LAFAYETTE
Board of Public Works

By: _____
Gary Henriott, President

(Date)

By: _____
Norm Childress

(Date)

By: _____
Amy Moulton

(Date)

By: _____
Cindy Murray

(Date)

By: _____
Ron Shriner

(Date)

CONSULTANT:
VS ENGINEERING, INC.

By: _____
Sanjay B. Patel, P.E., President

(Date)

By: _____
Andrew L. Bender, P.E., Vice President

(Date)

EXHIBITA
Schedule and Fee Summary

In consideration for the scope of services stated, The CONSULTANT requests to be compensated on an Hourly basis Not to Exceed the below task amounts. Project schedules are provided below.

Amendment Schedule and Fee Summary

Description	Schedule	Amount
Additional Design Services for 9 th and Kossuth	Anticipate 2020 bid, work will be complete at end of project construction and closeout	\$15,000.00
Geotechnical Investigation for 9 th and Kossuth	90 days from NTP	\$11,000.00
Detailed Design Services for 18 th and Central	Project Complete	\$4,000.00
Bidding Services for 18 th and Central		\$3,000.00
Construction Design Services for 18 th and Central		\$2,000.00
TOTAL		\$ 35,000.00

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Lafayette, IN 47901
Phone: 765.742.0295

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this 5 day of March, 2019, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the "CONSULTANT" located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and the Lafayette Board of Works, hereinafter called "Client," located at 20 N. 6th Street, Lafayette, IN 47901.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire the CONSULTANT to perform **9th and Kossuth Streets Intersection Profile Modifications and Central Street and 18th Street Drainage Improvements Project**, as set forth herein; and

WHEREAS, the CONSULTANT desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and the CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall, in a professional manner, perform the services set forth in Exhibit A-1 and Exhibit A-2, attached to this Agreement.

II. COMPENSATION

- A. The CONSULTANT shall be compensated as set forth in Exhibit B, referencing hourly rates as shown in Exhibit C, for services rendered under this Agreement.
- B. The CONSULTANT shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to the CONSULTANT within 30 days of the date of each invoice.
- C. If the Client does not make payment in full to the CONSULTANT within 90 days of the date of an invoice, The CONSULTANT may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, The CONSULTANT will continue its services.

III. PERIOD OF PERFORMANCE

The CONSULTANT agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that The CONSULTANT's work and the completion thereof may be conditioned upon Client's review of the CONSULTANT's work and/or the timely performance and completion of certain activities by Client. The CONSULTANT shall not be held liable for delays in performance of services hereunder that arise from causes beyond the CONSULTANT's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that the CONSULTANT has a complete understanding of the scope of services to be performed hereunder. Client shall provide the CONSULTANT, in a timely fashion, all information reasonably required for the performance of the services by the CONSULTANT to be performed hereunder.



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C. Client shall upon execution of the Agreement, designate **Brad Talley**, as coordinator of the project described herein and of the professional services to be performed under this Agreement.

D. Client shall provide the CONSULTANT with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONSULTANT shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, the CONSULTANT's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. The Agreement may be terminated by the Client for convenience upon thirty (30) days written notice to CONSULTANT. The CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay the CONSULTANT all fees and expenses accrued for services rendered up to the effective date of any termination.

VII. INSURANCE AND INDEMNIFICATION

The CONSULTANT shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

A. General Liability (including automobile) – combined single limit of \$2,000,000. The Client shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. CONSULTANT'S insurance shall be written on a "primary" basis and the Client's insurance program shall be in excess of all of CONSULTANT'S available coverage.

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Client.

C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.

D. The CONSULTANT shall provide Certificates of Insurances indicating the aforesaid coverage.

E. CONSULTANT and Client each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the CONSULTANT and Client, they shall be borne by each party in proportion to its negligence.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the



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Client and changing conditions of law or schedule delays or other events beyond the CONSULTANT's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

A. Notices to the CONSULTANT shall be addressed to: Sanjay B. Patel, P.E., President,
4275 N. High School Rd, Indianapolis, Indiana, 46254.

B. Notices to the Client shall be addressed to: **Brad Talley, Lafayette Renew
Superintendent, 1700 Wabash Avenue, Lafayette, IN 47901.**

XII. GENERAL PROVISIONS

A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.

C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.

F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

XIII. ENGAGING IN ACTIVITIES WITH IRAN

By signing this Agreement, the CONSULTANT certifies that it is not engaged in investment activities in the country of Iran as forth in I.C.5-22-16.5.



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XIV. NON-DISCRIMINATION The CONSULTANT agrees:

- A. That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- B. That no consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;
- C. That the Client may deduct from the amount payable to the CONSULTANT a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;
- D. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the Client and all money due or to become due hereunder will be forfeited.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

The CONSULTANT affirms it does not knowingly employ unauthorized aliens. The CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. The CONSULTANT shall not knowingly employ or contract with any unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person whom the CONSULTANT learns is an unauthorized alien. The CONSULTANT shall require all of its subconsultants, who perform work under this Agreement to certify to the CONSULTANT that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. The CONSULTANT agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.



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IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

Client:

CITY OF LAFAYETTE
Board of Public Works

By: [Signature]
Gary Henriott, President

(Date) [Signature]

By: [Signature]
Norm Childress

(Date) [Signature]

By: [Signature]
Amy Moulton

(Date) 4/2/2019

By: [Signature]
Cindy Murray

(Date) [Signature]

By: [Signature]
Ron Shrinet

(Date) 4/2/19

CONSULTANT:

VS ENGINEERING, INC.

By: [Signature]
Sanjay B. Patel, P.E., President

(Date) 3/5/19

By: [Signature]
Andrew L. Bender, P.E., Vice President

(Date) 3/5/19



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EXHIBIT A-1 Scope of Services Summary

The CONSULTANT is pleased to present this proposal to the Client for design and plan development for the **9th and Kossuth Streets Intersection Profile Modifications Project (PROJECT)** located at the intersection of South 9th and Kossuth Streets, with particular emphasis on protecting the commercial building located in the northeast quadrant of the intersection from frequent flooding. See attached graphic for **Exhibit A-1** for area of concern and anticipated improvement limits.

PROJECT DESCRIPTION

The CONSULTANT will provide the services of qualified engineers, surveyors and support personnel as necessary to complete the scope of basic services outlined herein. Improvements are desired to reduce the frequency of stormwater flooding and resulting damages to property in the northeast quadrant of the intersection of 9th and Kossuth Streets.

Based on the CONSULTANT's understanding of the Client's desired project approach and scope limitations, improvements are anticipated to consist of the following:

- A. Provide modifications to the Kossuth Street and 9th Street pavement profiles and cross sections in the vicinity of the intersection to minimize overtopping at the northeast corner and allow overflows to shed southward across Kossuth Street along the east edge of 9th Street. Set the Kossuth Street pavement crown at this location just below the sidewalk overflow elevation.
- B. Provide required pavement milling and/or reconstruction, storm drain structure modifications, casting replacements, traffic signal manhole and handhole adjustments, water valve pit adjustments, traffic signal detection loop modifications, modifications to sidewalks, curbs, and pedestrian curb ramps, and pavement markings.

SCOPE OF WORK

GEOTECHNICAL SERVICES

- A. CONSULTANT shall core the existing pavement section at a total of two (2) locations within the project limits.
- B. CONSULTANT shall be responsible for "clearing utilities" within the public domain prior to the start of any subsurface exploration. If directed, the CONSULTANT shall retain a private utility locator to "clear" all soil boring locations of underground utility lines outside of the public domain.
- C. CONSULTANT shall patch all core holes with asphalt prior to demobilizing from the site. Any settlement of patches shall be repaired by the CONSULTANT in a follow-up patching operation.

UTILITY COORDINATION

- A. CONSULTANT shall be responsible for all coordination with utilities and city traffic department.
- B. CONSULTANT shall coordinate a minimum of one (1) meeting with utility companies before advertising for bidding occurs.



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- C. CONSULTANT shall provide utilities with plans and specifications in sufficient detail that the utilities may relocate their facilities without conflicting with the PROJECT.

INTERSECTION PROFILE DESIGN

The CONSULTANT shall prepare Intersection Profile Modification Design Plans.

The CONSULTANT shall collect, review and analyze available data relevant to existing conditions at the proposed intersection(s). The major sources of information to be used for this project will include the following:

1. Existing Field Data Collection
2. City of Lafayette GIS data
3. Recent Aerial Photographs
4. Topographic Field Survey as provided by Client

The CONSULTANT shall establish formal design criteria for the project.

The CONSULTANT shall prepare preliminary design documents including the following items:

1. Plan, coordinate, monitor and document preliminary design activities.
2. Obtain and process topographic survey data provided by Client and plot existing roadway intersection geometry
3. Design proposed modifications, including the following:
 - a. Limits of pavement milling, resurfacing, and reconstruction
 - b. Roadway profile and cross sections
 - c. Spot elevations of roadway, curb, gutter, and sidewalk
 - d. Curb ramp and sidewalk details
 - e. Structure modification details
 - f. Traffic signal loop modification details
 - g. Pavement marking details
 - h. Traffic maintenance details
4. Prepare preliminary quantities and construction cost estimate
5. Identify unique special provisions

The CONSULTANT shall prepare for and attend one Preliminary Field Check Meeting with all applicable parties.

The CONSULTANT shall incorporate all comments from Preliminary Field Check Meeting and CLIENT review and prepare final intersection profile modification design documents as follows:

1. Plan, coordinate, monitor and document final design activities.
2. Finalize intersection profile modification items described in the Preliminary Design Phase
3. Finalize quantities and construction cost estimate
4. Finalize special provisions and unique special provisions

The CONSULTANT shall deliver final design documents to CLIENT.

BIDDING ASSISTANCE

- A. CONSULTANT shall assist the Client in addressing bidder's questions for the **9th and Kossuth Streets Intersection Profile Modifications Project** and submit information for addenda with applicable design modifications prior to bid opening date. Client will distribute Notice to Bidders; distribute plans and complete bid collection and opening. Client will address bidder's questions and submit information for addenda (if needed). Client will discuss any design modifications with the CONSULTANT prior to finalizing said modifications.
- B. CONSULTANT shall assist the Client in review of bids for the **9th and Kossuth Streets Intersection Profile Modifications Project**. A bid tabulation, evaluation, and recommendation for award shall be completed.

ADDITIONAL SERVICES

Services that may be required in the future for the project completion, but are not included in this scope of services, can be performed by The CONSULTANT upon execution of a supplemental agreement. These services include:

1. Location Control Route Survey Plat
2. Topographic Survey
3. Permitting (assumed Rule 5 is not required due to less than 1 acre of disturbed area)
4. Stakeholder Meetings and or Public Information Meeting
5. Right of Way Engineering and Acquisition services
6. Construction Observation



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EXHIBIT A-2

Scope of Services Summary

The CONSULTANT is pleased to present this proposal to the Client for drainage design and plan development for the **Central Street and 18th Street Drainage Improvements Project (PROJECT)** located in the vicinity of the intersection of 18th Street and the alley just north of Central Street including contributing areas east of the intersection including the intersection of the alleys and rear yard drainage contributing to localized flooding. See attached graphic **Exhibit A-2** for area of concern and study for infrastructure improvements.

PROJECT DESCRIPTION

The CONSULTANT will provide services of qualified engineers, surveyors and support personnel as necessary to complete the scope of basic services outlined herein. Drainage improvements are desired to reduce the recurring flooding and damages caused by storm events near the intersection of 18th Street and the alley directly north, running parallel to Central Street. Drainage improvements include but are not limited to the addition of storm sewer laterals, new inlets, and adjusting or reconstructing the roadway to maintain desired drainage patterns without flooding existing infrastructure and local residences.

SCOPE OF WORK

TOPOGRAPHICAL SURVEY

- A. VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. This proposal does not include preparation of a Location Control Route Survey. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:
 1. I.C. 25-21.5,
 2. 865 I.A.C. 1-12, and
 3. Survey Manual
- B. Electronic files including the following shall be prepared and submitted by VS as directed by client:
 1. Finished plan view of topographic survey in AutoCAD Civil 3D .dwg format
 2. 1-foot contours in AutoCAD Civil 3D .dwg format
 3. TIN used to create contours as derived from AutoCAD Civil 3D in .xml format
 4. Electronic points file(s) in .txt format.
 5. Survey Book in .pdf format.



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- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Limits (See attached graphic Exhibit A-2)

18th Street

Beginning 115 feet north of the centerline of Central Street, survey east 330 feet to the centerline of 19th Street. The single alley heading north off of 18th Street will be surveyed for approximately 90 feet north of 18th Street. The width of survey will be 30 feet from the centerline of 18th Street, or to the face of any buildings, whichever is closest.

Total survey includes 420 lineal feet roadway/alley by the widths described above.

- D. Send out survey notices together to all property owners within the project area. All survey notices and questionnaires shall be approved by the client prior to distribution.
- E. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Tippecanoe County Zone of the Indiana Geospatial Coordinate System will be used.
- F. Locate NGS, DNR or Tippecanoe County benchmarks and transfer elevation to the site via GPS.
- G. Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). VS shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, VS shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- H. Perform design survey in sufficient detail to obtain topographic data, buildings, walls, walks, signs, vaults, and natural and man made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size, except in heavily wooded areas.
- I. Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish a hard copy together with all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using Microstation and InRoads and shall submit a hard copy together with electronic format. VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.

GEOTECHNICAL SERVICES

- A. CONSULTANT shall core the existing pavement section at a total of three (3) locations within the project limits.



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- B. CONSULTANT shall be responsible for "clearing utilities" within the public domain prior to the start of any subsurface exploration. If directed, the CONSULTANT shall retain a private utility locator to "clear" all soil boring locations of underground utility lines outside of the public domain.
- C. CONSULTANT shall patch all core holes with asphalt prior to demobilizing from the site. Any settlement of patches shall be repaired by the CONSULTANT in a follow-up patching operation.

TECHNICAL MEMO

CONSULTANT shall evaluate two (2) solutions to the drainage problems of varying magnitudes and methods, including but not limited to a combination of milling/resurfacing to change the grades of the existing pavement and the addition of enclosed storm sewer systems infrastructure to collect and convey localized flooding to nearby storm sewer trunk lines. CONSULTANT shall coordinate and discuss with Client during the evaluation to assist in identifying the most cost effective and feasible alternative. CONSULTANT shall prepare and submit Technical Memorandum of the completed evaluation, which shall include at a minimum the following:

- 1. System type and alignment.
- 2. Exhibits showing each alternative evaluated to accurately show relevant information.
- 3. Opinion of probable cost, completed as a Class 5 cost estimate according to AACE guidance. Costs shall be included in a matrix form including all soft costs and construction costs. Owner shall assist in determining soft costs which include all non-construction costs.
- 4. Evaluation of flow routing options. CONSULTANT shall coordinate with Client to determine any additional considerations outside of the Project.
- 5. Relevant information regarding the alternative being evaluated.
- 6. An evaluation of the pros/cons of each alternative.
- 7. Selection of the Recommended Plan for detailed design

ADDITIONAL SERVICES

Services that may be required in the future for the project completion, but are not included in this scope of services, can be performed by The CONSULTANT upon execution of a supplemental agreement. These services include:

- 1. Engineering Design Services
- 2. Bidding Phase Services
- 3. Construction Phase Services
- 4. Location Control Route Survey Plat
- 5. Wetland Delineation
- 6. Permitting (assumed Rule 5 is not required due to less than 1 acre of disturbed area)
- 7. Stakeholder Meetings and or Public Information Meeting
- 8. Right of Way Engineering and acquisition services
- 9. Construction Observation

EXHIBIT B
Schedule and Fee Summary

In consideration for the scope of services stated in Exhibit A-1 and Exhibit A-2, The CONSULTANT requests to be compensated on an Hourly basis Not to Exceed the below task amounts. Project schedules are provided below.

Geotechnical Investigation for both Projects, Performed under one Mobilization

Description	Schedule	Amount
Geotechnical Investigation	45 days from NTP	\$6,900.00
Follow-up Patching of Cores (if required)	N/A	\$200.00
Private Utility Locating (if required)	N/A	\$1,000.00*
SUBTOTAL		\$ 8,100.00

* \$500.00 per project

9th and Kossuth Streets Intersection Profile Modifications Project (Excluding Geotechnical)

Description	Schedule	Amount
Utility Coordination	100 days from NTP	\$3,500.00
Intersection Profile Modification Design	120 days from NTP	\$16,000.00
Bidding Phase Services (if required)	150 days from NTP	\$3,500.00
SUBTOTAL		\$ 23,000.00

Central Street and 18th Street Drainage Improvements Project (Excluding Geotechnical)

Description	Schedule	Amount
Topographic Survey	45 days from NTP	\$6,800.00
Technical Memo	90 days from NTP	\$8,000.00
SUBTOTAL		\$ 14,800.00

TOTAL	\$ 45,900.00
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**VS ENGINEERING, INC.**

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**EXHIBIT C
VS ENGINEERING, INC. HOURLY
BILLING RATES****9th and Kossuth Streets Intersection Profile Modification Project
and
Central Street and 18th Street Drainage Improvements Project
City of Lafayette, Indiana**

CLASSIFICATION	CURRENT BILLING RATE
Project Manager II	\$228.00
Project Manager I	\$173.00
Engineer III	\$149.00
Engineer II	\$128.00
Engineer I	\$114.00
Project Scientist II	\$128.00
Project Surveyor II	\$149.00
Survey Party Chief	\$105.00
Survey Technician II	\$95.00
Survey Technician I	\$75.00
CADD Technician II	\$98.00
CADD Technician I	\$74.00
Administrative Assistant	\$68.00
Project Principal	\$261.00

1/30/2019

EXPENSE	CURRENT RATE
Mileage	At Current IRS Rate
Subconsultants	At Cost
Direct Expenses	At Cost

4275 North High School Road Indianapolis, Indiana 46254
(317) 293-3542 Tel (317) 293-4737 Fax
www.vsengineering.com

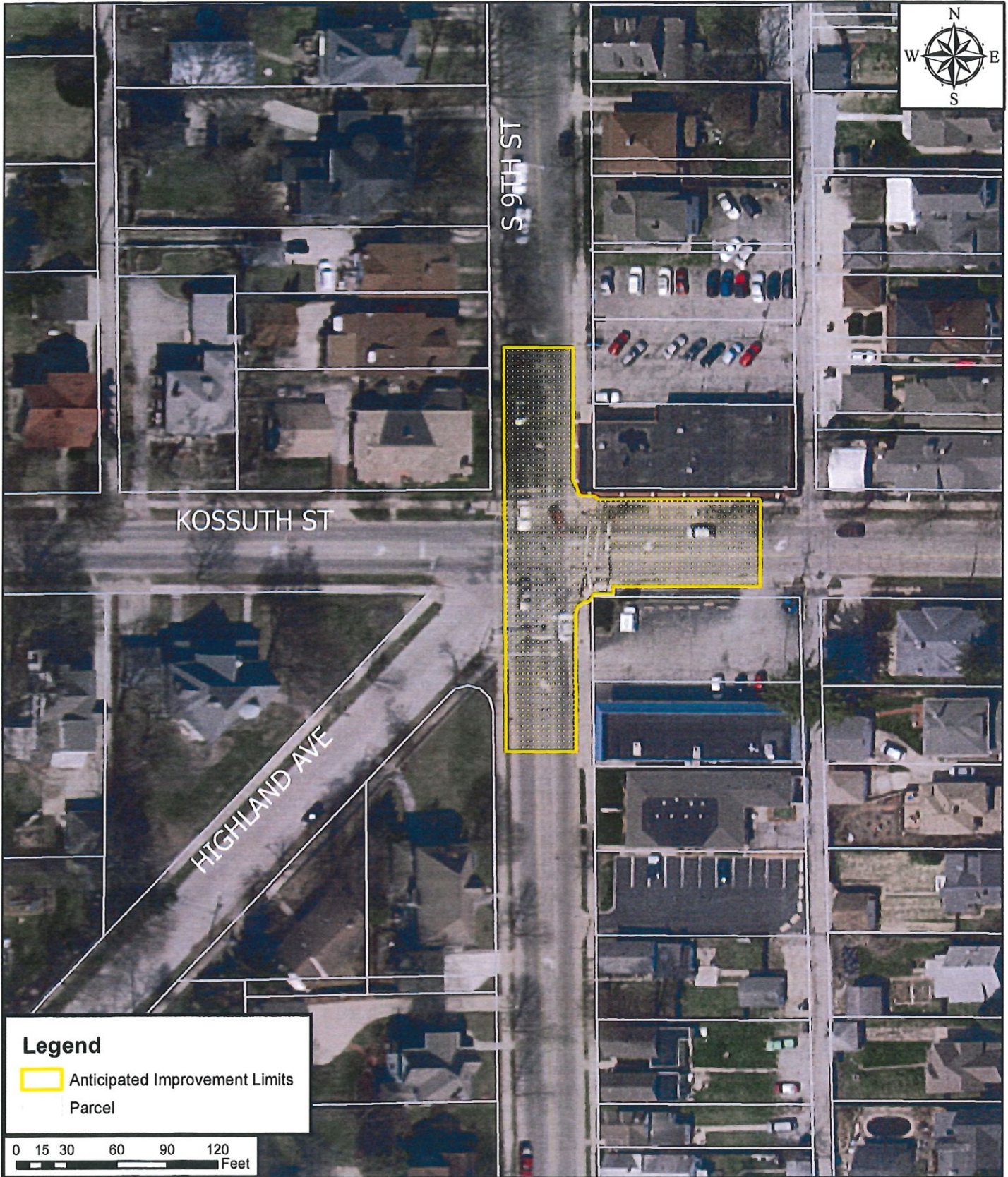


Exhibit A-1
Kossuth and 9th
Lafayette, IN
February 2019



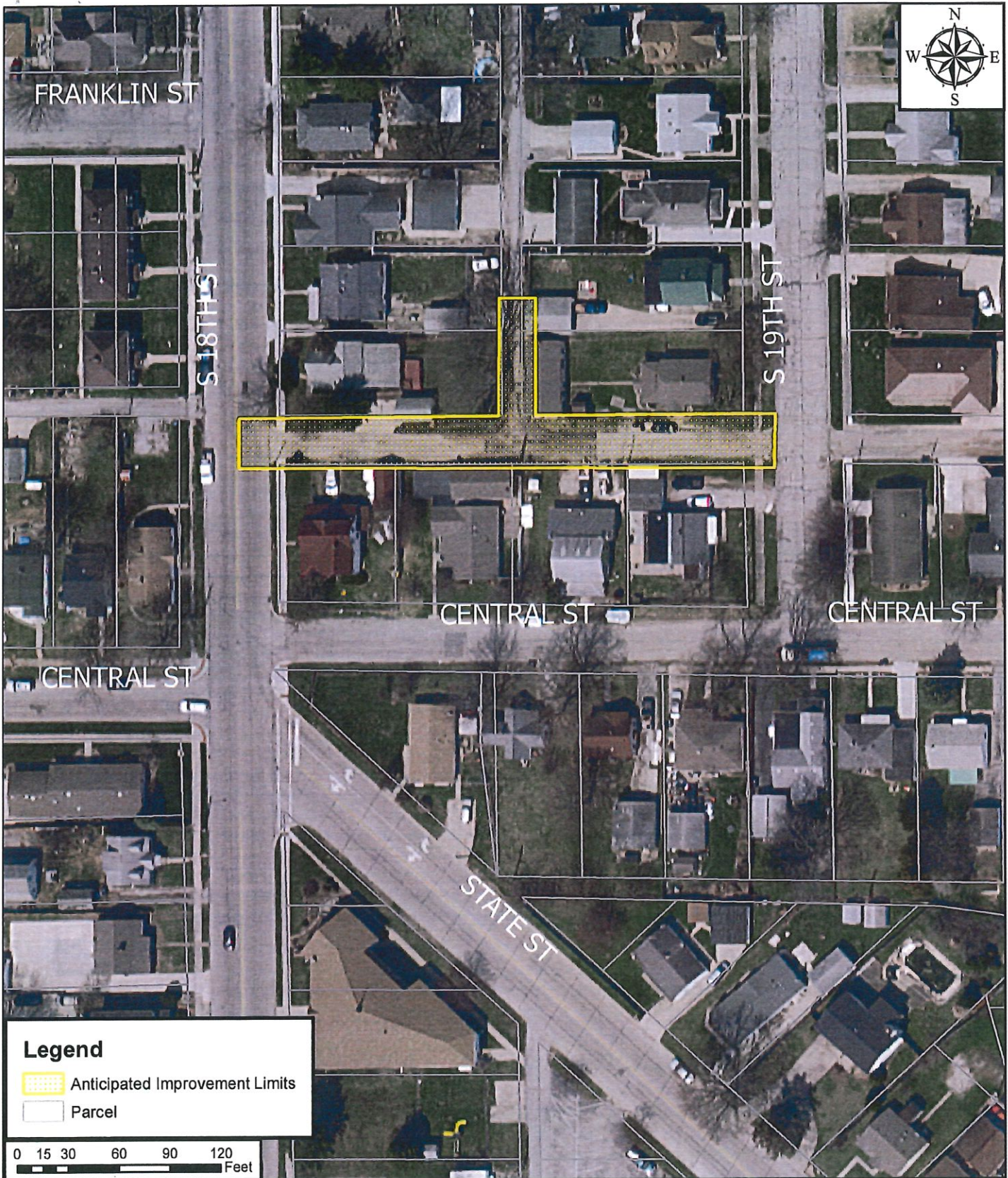


Exhibit A-2
Central and 18th
Lafayette, IN
February 2019

